



MISSOURI DEPARTMENT OF NATURAL RESOURCES
LAND RECLAMATION COMMISSION
**PERSONAL BOND SECURED BY A LETTER OF CREDIT
(THE LAND RECLAMATION ACT)**

P.O. BOX 176
JEFFERSON CITY, MO 65102

BOND NUMBER

PERMIT NUMBER

KNOW ALL MEN BY THESE PRESENTS, That the undersigned _____ of
(NAME OF PERMITTEE)

_____, as Obligor
(ADDRESS OF PERMITTEE)

is held and firmly bound unto the State of Missouri payable to the Treasurer of the State of Missouri, to the credit of the
Mined Land Reclamation Fund in the penal sum of _____ Dollars (\$_____)

for the payment of such sum, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators,
executors, successors, and assigns. This obligation is secured by Irrevocable Letter of Credit No. _____

dated _____, issued by the _____,
(NAME OF ISSUING BANK)

of _____
(ADDRESS OF ISSUING BANK)

in the amount of \$ _____, (and an Irrevocable Confirmation of Letter of Credit, Document No. _____,

dated _____, issued by the _____,
(NAME OF CONFIRMING BANK)

of _____
(ADDRESS OF CONFIRMING BANK)

in the amount of \$ _____).

THE CONDITION OF THIS OBLIGATION is such, that:

Whereas, the above named Obligor did on the _____ day of _____, file with the
Director of the Land Reclamation Commission and application to secure Permit No. _____ to conduct surface
mining and reclamation operations in accordance with the statutes at 444.760 to 444.790 and the regulations at 10 CSR
40 Chapter 10;

Whereas, obligations guaranteed by this bond shall be in effect for the above referenced permit;

Whereas, the Obligor has chosen to post this bond as a guarantee that the reclamation of land disturbed during
these surface mining operations will be completed as required by the statutes and regulations and as specified in the
permit as issued and subsequently amended; and

Whereas, the Obligor agrees to guarantee this obligation and to indemnify, defend, and hold harmless the State of
Missouri, Land Reclamation Commission from any and all losses and expenses which the Land Reclamation Commission
may sustain as a result of the Obligor's failure to comply with the conditions of this obligation.

Now, therefore, the conditions of the obligations are such that, this bond shall remain in full force and effect until the
Obligor faithfully completes reclamation as set forth in the statutes, regulations and the above referenced permit.

LIABILITY UNDER THIS OBLIGATION:

a) begins on the date of issuance of the above referenced permit and extends until reclamation is completed to the satisfaction of the Land Reclamation Commission; and

b) continues until the bond is released or replaced in accordance with 10 CSR 40-10.030, or until the permit has been sold, reassigned or otherwise transferred in accordance with 10 CSR 10.020(6);

The failure of the Obligor to fulfill the obligations specified by the statutes, regulations and the permit, shall subject this bond and the underlying Letter of Credit to forfeiture. The beneficiary of the forfeited amount shall be the Treasurer of the State of Missouri.

Application for release of the obligations on this bond may be made to the Commission in accordance with the provisions of Sections 444.775, RSMo.

OBLIGOR'S SIGNATURE

SIGNATURE

NAME

OFFICIAL TITLE

DATE

NOTARY'S SIGNATURE

NOTARY PUBLIC EMBOSSER OR
BLACK INK RUBBER STAMP SEAL

STATE

COUNTY (OR CITY OF ST. LOUIS)

SUBSCRIBED AND SWORN BEFORE ME, THIS

DAY OF

YEAR

USE RUBBER STAMP IN CLEAR AREA BELOW.

NOTARY PUBLIC SIGNATURE

MY COMMISSION
EXPIRES

NOTARY PUBLIC NAME (TYPED OR PRINTED)

Letters of Credit will be accepted only from banks or trust companies in the United States. If the bank is located in another state, a bank located in Missouri must confirm the letter of credit. Letters of credit and confirmations must be irrevocable, and must be on the forms provided by the Director.

BOND ACCEPTED BY THE DIRECTOR: SIGNATURE

DATE

IRREVOCABLE LETTER OF CREDIT

DIRECTOR
MISSOURI LAND RECLAMATION COMMISSION
P.O. BOX 176
JEFFERSON CITY, MISSOURI 65102

OUR LETTER OF CREDIT NUMBER _____

DATE OF ISSUANCE _____

DEAR SIR:

We, the _____ of
(NAME OF ISSUING BANK)

(ADDRESS OF ISSUING BANK)

hereby establish, at the request of _____ (Customer)
our Irrevocable Letter of Credit No. _____, in favor of the State of Missouri,
Land Reclamation Commission, in the amount of _____ dollars
(\$ _____), effective immediately.

This Letter of Credit is issued in conjunction with certain Personal Bonds given or to be given by Customer to you as a condition of the issuance by you of certain Surface Mining and Reclamation Operations Permits to Customer. The bonds and permits to which this Letter of Credit applies are listed in Attachment A hereto incorporated by reference herein. It is intended that as Customer requests additional permits be issued by you, and submits Personal Bonds to you for the issuance of those permits, we will supplement Attachment A, up to the aggregate sum of _____ dollars (\$ _____). Attachment A shall be supplemented by our submittal to you of a substitute Attachment A, in the same form and fully executed, with a cumulative listing of bonds and permits covered by this Letter of Credit.

Funds under this Letter of Credit are available to you upon presentation to us of your written demand for payment, accompanied either by your statement that the Missouri Land Reclamation Commission has declared forfeited one or more of Customer's bonds listed in Attachment A, or by your statement that this Letter of Credit has not been replaced by the Customer as required by Attachment B. The demand and statement shall be substantially in the form of the document set forth in Attachment C, incorporated by reference herein.

We hereby agree to honor any and all demands for payment made in compliance with the terms of this Letter of Credit, up to the sum stated above. Payment hereunder shall be by our cashier's check payable in U.S. currency to the order of the Treasurer of the State of Missouri to the credit of the Mined Land Reclamation Fund at your address above stated.

This Letter of Credit will terminate only upon the happening of one of these conditions:

1. We receive written notice from you that all of Customer's above-referenced bonds have been released, accompanied by the original of the Letter of Credit; or
2. We receive written notice from you that all of the Customer's above-referenced bonds have been secured by other instruments, and that this Letter of Credit is no longer needed, accompanied by the original of this Letter of Credit; or
3. We receive written notice from you that the Customer's bond has been forfeited and you draw upon and we pay the total amount of the Letter of Credit; or
4. You receive written notice from us per Attachment B that we do not elect to renew this Letter of Credit, in which event you may draw upon this Letter of Credit in accordance with the terms of Attachment B.

Our liability under the Letter of Credit shall be reduced to the extent that you notify us in writing that Customer's above-referenced bond has been partially released in a specified amount.

We warrant that the issuance of this Letter of Credit will not constitute a violation of any statute or regulation which limits the amount of loans or other credit which can be extended to any single borrower or customer, or which limits the aggregate amount of liabilities, which we may incur at any one time from the issuance of Letters of Credit and acceptances. We agree that by making demand for payment hereunder, neither you, nor the Missouri Land Reclamation Commission, nor the State of Missouri, makes any warranties to us, either express or implied.

This Letter of Credit shall be governed by Missouri Law, including the Uniform Commercial code as found in Chapter 400, RSMo. The Uniform Customs and Practice for Documentary Credits, fixed by the International Chamber of Commerce, shall not be applicable to this Letter of Credit.

Correspondence concerning this Letter of Credit, including demand for payment, shall be addressed to us at _____.

We certify that the officer of agent signing this letter is authorized by use to execute this Letter of Credit on our behalf.

Very truly yours,

STATE OF MISSOURI) COUNTY OF _____) SS.		SIGNATURE
APPEARED BEFORE ME THIS _____ DAY OF _____, YEAR _____. AND _____ TO ME PERSONALLY KNOWN, WHO EXECUTED THE ABOVE AS THEIR FREE ACTS AND DEEDS.		NAME
NOTARY PUBLIC		OFFICIAL POSITION
MY COMMISSION EXPIRES		TELEPHONE
STATE OF MISSOURI) COUNTY OF _____)		COUNTERSIGNED
APPEARED BEFORE ME THIS _____ DAY OF _____, YEAR _____. AND _____ TO ME PERSONALLY KNOWN, WHO EXECUTED THE ABOVE AS THEIR FREE ACTS AND DEEDS.		_____ PRESIDENT OR VICE PRESIDENT
NOTARY PUBLIC		
MY COMMISSION EXPIRES		

ATTACHMENT A

DATE _____, YEAR _____

FOLLOWING IS A LIST OF THE BOND NUMBERS, PERMIT NUMBERS, AND ACRES PRESENTLY COVERED UNDER LETTER OF CREDIT NUMBER _____. LETTER OF CREDIT NUMBER _____

IS FOR \$ _____, AND THE DOLLARS BELOW REFLECT THE AMOUNT OF THIS LETTER OF CREDIT WHICH
IS COMMITTED TO SPECIFIC BONDS AND PERMITS AS OF THIS DATE.

DESCRIPTION	PERMIT NUMBERS	BOND NUMBER	ACRES	DOLLARS

TOTAL BOND APPLICATION TO LETTER OF CREDIT NO. _____
AS OF _____ YEAR _____ IS _____

STATE OF MISSOURI)
COUNTY OF _____) SS.

APPEARED BEFORE ME THIS _____ DAY OF _____, YEAR _____.

AND _____ TO ME PERSONALLY KNOWN,

WHO EXECUTED THE ABOVE AS THEIR FREE ACTS AND DEEDS.

NOTARY PUBLIC	MY COMMISSION EXPIRES
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STATE OF MISSOURI)
COUNTY OF _____)

APPEARED BEFORE ME THIS _____ DAY OF _____, YEAR _____.

AND _____ TO ME PERSONALLY KNOWN,

WHO EXECUTED THE ABOVE AS THEIR FREE ACTS AND DEEDS.

NOTARY PUBLIC	MY COMMISSION EXPIRES
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SIGNATURE _____

NAME

OFFICIAL POSITION

TELEPHONE

COUNTERSIGNED

PRESIDENT OR VICE PRESIDENT

ATTACHMENT B

To Letter of Credit No. _____

This Letter of Credit shall expire one (1) year from date of issuance, but shall be deemed automatically renewed for an additional period of one (1) year beyond the current or any future expiration date unless at least ninety (90) days prior to any such expiration date we, the issuing bank, notify the Missouri Land Reclamation Commission, in writing, certified mail, return receipt requested, at the address shown on page 1 of the Letter of Credit, that we do not elect to renew this Letter of Credit for any such additional period. Upon your receipt of such notification, you may withdraw the total effective amount of the Letter of Credit hereunder by your drafts, at sight, on us, bearing reference to this Letter of Credit number and accompanied by your signed statement that the proceeds of the draft will be retained by the Missouri Land Reclamation Commission and held in lieu of the Letter of Credit. Cancellation shall not affect any liability incurred and accrued hereunder prior to the termination of the ninety (90)-day period.

**ATTACHMENT C
FORM OF DEMAND FOR PAYMENT**

[LETTERHEAD]

[NAME AND ADDRESS OF ISSUING
OR CONFIRMING BANK]

RE: DEMAND FOR PAYMENT UNDER YOUR LETTER OF CREDIT

[OR CONFIRMATION OF LETTER OF CREDIT] NO. _____

DEAR SIRS:

Pursuant to the above-referenced Letter of Credit [or Confirmation of Letter of Credit], we hereby order that you pay to us the sum of \$ _____, by your cashier's check to the order of the Treasurer of Missouri, to the credit of the Mine Land Reclamation Fund, directed to be undersigned.

We state to you that the Missouri Land Reclamation Commission has declared and forfeited Personal Bond No. _____, given to us by _____
(PERMITTEE)
as a condition of the issuance of Surface Coal Mining and Reclamation Operations Permit No. _____, Increment No. _____.

Very truly yours,

DIRECTOR
LAND RECLAMATION COMMISSION